

CONFIDENTIAL & PROPRIETARY

**NORTH CAROLINA
SAMPSON COUNTY**

AGREEMENT FOR FARM LABOR SERVICE

THIS AGREEMENT, entered into this the 20th day of February, 2018, by and between Sleepy Creek Farms Inc (hereinafter referred to as the "GROWER"); and FRANCISCO VALADEZ, JR. LLC., of Johnston County, North Carolina (hereinafter referred to as the "SERVICE PROVIDER");

WITNESSETH

WHEREAS, the SERVICE PROVIDER has the necessary qualifications, experience and abilities to provide the services listed herein to GROWER.

WHEREAS, the GROWER wishes to retain the services of the SERVICE PROVIDER.

WHEREAS, the GROWER and the SERVICE PROVIDER desire to enter into this Agreement so as to specify their respective rights, obligations, and duties.

NOW THEREFORE, In consideration of the GROWER retaining the services of the SERVICE PROVIDER and the mutual agreements and covenants set forth herein, it is understood and agreed by the Parties as follows:

INDEPENDENT CONTRACTOR. The relationship of the Parties is solely that of independent contractor, and no action of either Party shall be construed to make SERVICE PROVIDER (or his agents or employee) the employee or representative, agent or joint venturer of the GROWER or any of its affiliates for any purpose. All workers furnished to Grower pursuant to this Agreement shall be exclusively controlled by and solely employed by SERVICE PROVIDER.

TAXES. The SERVICE PROVIDER agrees that no income, social security or other taxes or amounts shall be withheld or accrued by GROWER for the SERVICE PROVIDER'S benefit or for the benefit of its employees.

LABOR LAWS. SERVICE PROVIDER and GROWER agree to follow and comply with any and all State and federal labor laws and to indemnify and hold each other harmless for any violation of these laws by the other party (including its employees, agents and/or representatives).

NEGLIGENCE. Each Party agrees to be solely responsible for any negligent acts committed by itself, its employees, agents and/or representatives and to indemnify and hold the other Party harmless for the same.

EXHIBIT

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SERVICES:

1. GROWER agrees to engage the SERVICE PROVIDER to provide up to 750 H-2A temporary workers to perform agricultural labor on Grower's farm located at this address:

807 Sleepy Creek Drive, Harrells, NC 28444

Work to be performed:



Blueberry Harvesting

2. The term or service hereunder shall be from May 8th 2018 to July 24th 2018
3. SERVICE PROVIDER agrees to provide the following services: Hiring, Staffing, Scheduling, Firing, All Payroll Services, Workers Compensation, Housing and Transportation for all workers furnished to Grower pursuant to this Agreement.
4. SERVICE PROVIDER agrees to follow all applicable payroll laws and provide Grower with a weekly printout of its payroll earnings records for all workers furnished to Grower pursuant to this Agreement.
5. GROWER and SERVICE PROVIDER agree to give each other one week notice to acknowledge end to the harvest.
6. GROWER agrees to pay SERVICE PROVIDER for its services pursuant to a separate signed written memorandum or compensation schedule with reference to this agreement.
7. There shall be no additional compensation required to be paid from GROWER to SERVICE PROVIDER.
8. GROWER may terminate this Agreement upon seven (7) days written notice with reasonable documentation that the services contemplated by this Agreement have not been adequately performed by SERVICE PROVIDER.
9. The parties agree that in the event of any dispute concerning this Agreement and before commencing litigation, such dispute shall first be submitted to non-binding mediation to be held in Sampson County, North Carolina, at a mutually agreeable location, or at the Sampson County Courthouse if the parties are unable to agree on a location.
10. Persons hired by SERVICE PROVIDER will be employees of SERVICE PROVIDER alone and not employees of GROWER. SERVICE PROVIDER will have sole and exclusive control, direction, and supervision of such persons with respect to its employment and recruitment of them, power to hire, fire, manage, discipline, direct, assign, or otherwise affect their terms of employment. GROWER shall have no right to direct or control such persons in any respect whatsoever.

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11. GROWER is not an employer or joint employer of said labor and GROWER is relying entirely upon SERVICE PROVIDER to provide persons and equipment necessary to perform SERVICE PROVIDER'S duties under this Agreement.
12. This Agreement shall be governed by the laws of the State of North Carolina and jurisdiction and venue for all purposes shall be the State and federal courts encompassing Sampson County, North Carolina.

IN WITNESS WHEREOF the parties have caused this agreement to be executed by their authorized representatives on the date first mentioned above.

GROWER:  By: Sleep Creek Farms, LLC
SERVICE PROVIDER:  Francisco Valadez Jr
FRANCISCO VALADEZ JR, OWNER
FRANCISCO VALADEZ JR, LLC